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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Noor Tamshoona,

Plaintiff,

v.

**Beach Front Property
Management, Inc; and Does 1-10
Inclusive,**

Defendants.

Case No. 2:24-cv-00562

**FIRST AMENDED Complaint
for Injunctive Relief and
Damages for Violations of:**

1. The Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601 et seq.;
2. California Fair Employment and Housing Act, Cal. Gov't Code § 12955 et seq.;
3. California Unruh Civil Rights Act, Cal. Civ. Code § 51;
4. Disabled Persons Act Cal. Civ. Code § 54.1 (b); and
5. Negligence

Jury Trial Demanded

INTRODUCTION

1. This is an action for injunctive relief and damages against Beach Front Property Management, Inc., and Does 1-10, inclusive (collectively “Defendants”), for housing discrimination based on disability.

2. From 2010 to 2022, Plaintiff Noor Tamshoona (“Plaintiff”) had been provided with access to, and use of, a locked storage room located in the parking garage at the apartment building where she lives to store and charge her power wheelchair. Plaintiff was provided keys to the storage unit as an accommodation for her disability, and in light of physical access barriers at the property, including stairs, that preclude her from being able to drive the wheelchair into her unit. Plaintiff utilized this accommodation without issue for approximately 12 years.

3. In 2022, after assuming management responsibilities at the property, Defendant withdrew Plaintiff’s accommodation, and has refused to reinstate it unless Plaintiff agrees to pay a steep surcharge. Defendant has changed the locks on the storage room and refused to provide Plaintiff with keys so she can freely and independently access and use her wheelchair as she had in the past.

4. This action is brought pursuant to the Fair Housing Amendments Act (“FHAA”), 24 U.S.C. § 3601 et seq., as well as related California statutes. Plaintiff also asserts a claim for negligence, as an additional or alternative theory of liability.

5. Through this action, Plaintiff seeks injunctive relief, actual and punitive damages, reasonable attorney’s fees, and costs of suit.

JURISDICTION & VENUE

6. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 in that the claims alleged herein arise under the laws of the United States, specifically the Fair Housing Act, 42 U.S.C. §§ 3601-3619.

7. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 to hear and determine Plaintiff's state law claims because they are related to Plaintiff's federal claims and arise out of a common nucleus of operative facts. Plaintiff's state and federal claims form part of the same case or controversy under Article III of the United States Constitution.

8. Venue is proper in the Central District of California under 28 U.S.C. § 1391(b)(2) because the events or omissions giving rise to Plaintiff's claims occurred in this District, the property that is the subject of the action is situated in this District, and the Defendants conduct business in this District.

PARTIES

9. Plaintiff is, and at all times relevant herein was, an individual and resident of the State of California.

10. Defendant Beach Front Property Management, Inc. (“Beach Front”) is a stock corporation incorporated in the State of California, with a primary business office located at 1212 Long Beach Boulevard in the City of Long Beach.

11. Plaintiff is currently unaware of the true identities of Does 1-10, inclusive, and will seek leave to amend her complaint when their true names, capacities, connections, and responsibilities are ascertained.

12. Plaintiff is informed and believes, and on that basis alleges that each of the Defendants is the agent, ostensible agent, alter ego, master, servant, trustor, trustee, employer, employee, representative, franchiser, franchisee, lessor, lessee, joint venturer, parent, subsidiary, affiliate, related entity, partner, and/or associate, or such similar capacity, of each of the other Defendants, and was at all times acting and performing, or failing to act or perform, within the course and scope of such similar aforementioned capacities, and with the authorization, consent, permission or ratification of

1 each of the other Defendants, and is personally responsible in some manner
2 for the acts and omissions of the other Defendants in proximately causing
3 the violations and damages complained of herein, and have participated,
4 directed, and have ostensibly and/or directly approved or ratified each of the
5 acts or omissions of each of the other Defendants, as herein described.

6 **FACTUAL ALLEGATIONS**

7 13. Plaintiff is an individual with physical impairments resulting
8 from Morquio A syndrome, a rare genetic disorder which affects her body
9 weight and size, bones, joints, spine, and vital organs.

10 14. Due to her impairments, Plaintiff's physical abilities are
11 substantially limited, and she depends on a power wheelchair to be
12 independently mobile.

13 15. Plaintiff's physical impairments and physical needs prevent her
14 from being able to use a manual wheelchair.

15 16. Plaintiff has lived with her family in an apartment at a multi-
16 family rental housing complex located at 3223 Bagley Avenue in the City of
17 Los Angeles ("Property") since April 2009.

18 17. On or about May 10, 2010, Plaintiff received a power
19 wheelchair through her insurance carrier, which was customized for her
20 body size and physical needs.

21 18. Due to existing physical access barriers at the Property,
22 including stairs, Plaintiff's power wheelchair cannot be driven into her unit.

23 19. Because of its size and weight, any attempt to carry Plaintiff's
24 power wheelchair into her unit would require multiple people. It would also
25 risk damaging the chair.

26 20. Upon receiving the power wheelchair, Plaintiff's parents asked
27 Dickran Ayarian ("Ayarian"), Property Manager at the time, for permission
28 to store and charge Plaintiff's power wheelchair in a locked storage room

1 located in the parking garage at the Property (“Storage Room”).

2 21. Plaintiff’s power wheelchair can be easily driven in and out of
3 the parking garage area at the ground level of the Property.

4 22. Ayarian allowed Plaintiff to store and charge her power
5 wheelchair in the Storage Room as an accommodation for her disability.
6 Ayarian also provided Plaintiff with keys to access the Storage Room as part
7 of this accommodation.

8 23. The accommodation requested by, and provided to Plaintiff
9 allowed her access to her power wheelchair freely and independently
10 whenever she needed it, and allowed her to travel in the community
11 independently, without having to rely on or be accompanied by others.
12 Plaintiff’s family members would simply assist Plaintiff to the Storage
13 Room, at which point, Plaintiff could use her power wheelchair to
14 independently travel wherever she needed or wanted to go.

15 24. The accommodation requested by, and provided to Plaintiff was
16 never for the exclusive use of the Storage Room. Plaintiff has only required
17 a corner of the room to safely store and charge her power wheelchair while
18 she is in her unit.

19 25. Consistent with fair housing law, Plaintiff’s reasonable
20 accommodation was not conditioned on her paying a cost, fee, deposit, or
21 surcharge.

22 26. Plaintiff’s reasonable accommodation was in place at the
23 Property for approximately twelve (12) years with no issue or demand for
24 compensation.

25 27. Beach Front assumed management responsibilities for the
26 Property on or about December 1, 2021.

27 28. Approximately four (4) months after assuming management
28 responsibilities at the Property, Beach Front changed the locks to the Storage

1 Room with Plaintiff's wheelchair locked inside and did not provide Plaintiff
2 with keys to the new locks.

3 29. Beach Front did not provide notice to Plaintiff about their
4 withdrawal of her reasonable accommodation.

5 30. Plaintiff's mother, Shahroz Ayaz ("Ayaz") was the first person
6 in Plaintiff's household to discover that the Storage Room locks were
7 changed. Ayaz discovered the change when she couldn't unlock the Storage
8 Room door so that she could take out Plaintiff's power wheelchair for
9 Plaintiff to be able to attend to an errand. Another resident at the property
10 who saw that Ayaz could not open the Storage Room door informed her that
11 the locks had been changed. Plaintiff's mother then returned to the unit and
12 informed Plaintiff and Plaintiff's brother, Arsal Ansari ("Ansari") that the
13 locks had been changed.

14 31. Ansari then called Marvin Ochoa ("Ochoa"), Sr. District
15 Property Manager for Beach Front, to inform him about Plaintiff not being
16 able to open the Storage Room to access her power wheelchair. Ochoa
17 confirmed that the locks had been changed and informed Ansari that the
18 Storage Room was for management use only.

19 32. During this call Ansari informed Ochoa about Plaintiff's
20 disability and requested reinstatement of Plaintiff's reasonable
21 accommodation.

22 33. Ochoa told Ansari that he would be at the property later that
23 day, and would unlock the Storage Room so the power wheelchair could be
24 removed.

25 34. Ansari approached Ochoa later that day when Ansari saw
26 Ochoa at the Property and communicated his previous request for
27 reinstatement of Plaintiff's reasonable accommodation. Ansari explained the
28 reasons behind Plaintiff's need for accommodation, including that the power

1 wheelchair must be charged, and the Storage Room has an outlet where it
2 can be plugged in.

3 35. Ochoa refused to reinstate Plaintiff's reasonable
4 accommodation and told Ansari to remove the power wheelchair from the
5 Storage Room, otherwise it would be locked inside. Ochoa made it clear that
6 once the Storage Room was locked with the power wheelchair inside, he
7 would not be coming to the Property to provide access whenever Plaintiff
8 required it.

9 36. Ansari decided to leave the power wheelchair in the locked
10 Storage Room since it was too heavy and dangerous to carry up the stairs
11 and bring inside the unit.

12 37. Approximately two weeks after becoming aware that the
13 Storage Room locks were changed, Ansari approached Ochoa at the
14 Property for a second time. Ansari told Ochoa how long Plaintiff and her
15 family had been tenants at the Property and again explained the need for
16 reinstatement of Plaintiff's accommodation.

17 38. Ochoa informed Ansari that Plaintiff's disability
18 accommodation would not be reinstated unless Plaintiff paid a monthly
19 surcharge of \$100. Ansari told Ochoa that he would need to discuss this
20 proposed surcharge with his family and would follow up with him at a later
21 time.

22 39. After discussing the issue with Plaintiff and their family,
23 Ansari approached Ochoa at the Property and attempted to negotiate a lower
24 surcharge, Ochoa responded by telling Ansari that the monthly fee he was
25 demanding to reinstate Plaintiff's disability accommodation was now \$200.
26 Ansari told Ochoa that he would have to think about it and would discuss the
27 increased surcharge with his family.

28 40. On or about April 27, 2022, after coming home from work,

1 Ansari noticed that a truck parked in front of the Property was being loaded
2 with items from the Storage Room. Ansari observed that Plaintiff's power
3 wheelchair was taken out of the Storage Room and was next to the truck
4 about to be loaded on to the truck and hauled away.

5 41. Ansari immediately contacted Ochoa to request that he contact
6 the individuals loading the truck to instruct them to not take Plaintiff's
7 power wheelchair and to request that the wheelchair be returned to the
8 Storage Room. Ochoa agreed to return Plaintiff's power wheelchair to the
9 Storage Room but continued to refuse to provide Plaintiff with keys to the
10 Storage Room. Ochoa continued to deny Plaintiff's request that her
11 reasonable accommodation be reinstated and continued to deny her access to
12 her medically necessary wheelchair.

13 42. Approximately one week later, Ansari approached Ochoa at the
14 Property and asked that his demand for a monthly surcharge to reinstate
15 Plaintiff's disability accommodation be put in writing.

16 43. Ochoa refused the request and demanded that Plaintiff just
17 remove her power wheelchair from the Storage Room. Ansari explained that
18 he would not be able to carry the wheelchair into their apartment because of
19 how much it weighed. Plaintiff's power wheelchair continued to remain
20 locked in the Storage Room.

21 44. On May 9, 2022, Ansari sent an email to Maria Alejo ("Alejo"),
22 Regional Property Supervisor for Beach Front which stated:

23
24 "My sister and I reside at 3223 Bagley Ave Apt# 115 Los Angeles CA
25 90034. We have been living here since summer of 2009 and haven't
26 had anything but a pleasant experience. My sister is 23 years old and
27 fully disabled who heavily depends on a electronically powered
28 wheelchair for her day-to-day activities. The apartment building does
not have any access ramps to drive up the wheelchair; therefore,
previous management had permitted us a spot to park in one of the

1 gated storage rooms at ground level.

2 Now, since the new management has take [sic] over, we have been
3 told to remove the wheelchair from the room that we were previously
4 granted. The wheelchair weighs about 350 pounds and we neither
5 have a place to park the wheelchair at ground level nor an option to
6 drive it up into our apartment unit due to the lack of an access ramp.

7 We kindly request you to work with us to find a suitable solution for
8 you and for us. We look forward to you [sic] response. You may reach
9 us by e-mail or mail addressed below.”

10 45. Alejo did not respond to Ansari’s May 9, 2022 email.

11 46. On May 18, 2022, Ansari sent Alejo a second email, with the
12 same content as his May 9, 2022 email. Later that day, Alejo replied to
13 Ansari in an email which stated: “I believe you have been speaking to
14 Marvin [Ochoa] in regards to this issue. You are welcome to rent out a
15 storage area. We are also ok for you to build a ramp with city approval and
16 using a licensed and bonded contractor.”

17 47. Plaintiff and her family are low-income tenants. They do not
18 have the means to rent out a storage area. Nor does Plaintiff have the means
19 to pay for a ramp to be constructed at the Property, as suggested by Alejo.
20 Further, upon information and belief, installing a code-compliant ramp at the
21 Property is not feasible.

22 48. Plaintiff’s family subsequently sought assistance from the Legal
23 Aid Foundation of Los Angeles (LAFLA) and on or about August 3, 2022,
24 LAFLA sent a letter to Alejo on behalf of Plaintiff setting forth Plaintiff’s
25 need for, and right to reinstatement of her reasonable accommodation.

26 49. On or about August 12, 2022, LAFLA received a letter from
27 Charlie Stein (“Stein”), an attorney with the Davidovich Stein Law Group,
28 stating that his office represented Beach Front. Stein’s letter denied

1 Plaintiff's accommodation request, claiming in part that it was unreasonable,
2 a financial burden, and would convey a preference to Plaintiff.

3 50. In or around February 2023, LAFLA sent a letter to Stein that
4 addressed the inaccurate factual and legal assertions made in his August
5 letter and reiterated the request that Plaintiff be reasonably accommodated
6 by allowing her to store her wheelchair in the Storage Room. LAFLA did
7 not receive a response to this correspondence.

8 51. On or about September 5, 2023, LAFLA sent another letter to
9 Stein, in a final attempt to resolve Plaintiff's need for an accommodation.
10 That letter again requested that Plaintiff's accommodation be reinstated and
11 detailed the facts and law establishing the accommodation request to be both
12 necessary and reasonable. Stein did not respond to LAFLA's letter,
13 prompting this lawsuit.

14 52. Since March 2022, Plaintiff's power wheelchair has remained
15 locked in the Storage Room.

16 53. Since March 2022, Beach Front has refused to provide Plaintiff
17 with keys to the Storage Room so she can access her power wheelchair
18 freely and independently as she had in the past.

19 54. Since March 2022, Beach Front has refused Plaintiff's request
20 that she be allowed to store and charge her power wheelchair in the Storage
21 Room without surcharge as a reasonable accommodation for her disability.

22 55. Plaintiff has been significantly impacted by Beach Front's
23 failure to reinstate her accommodation and refusal to allow her access to her
24 power wheelchair.

25 56. The pain, discomfort, and dangers of transportation that
26 Plaintiff must endure as a result of Plaintiff's conduct have increased
27 significantly. Plaintiff's family has a van that has been modified to
28 accommodate her power wheelchair. It allows her wheelchair to be raised

1 through a ramp and positioned inside so she does not need to be seated on a
2 standard van seat to travel. Without access to her wheelchair, Plaintiff has to
3 sit in the regular van seat. The lack of support causes her heart and lungs to
4 press against each other, causing her serious discomfort.

5 57. Plaintiff has also lost her independence. When she had access to
6 her power wheelchair, Plaintiff was able to leave her unit on her own,
7 without a family member having to accompany her and carry her. Prior to
8 having her reasonable accommodation taken away, Plaintiff had attended
9 elementary school, middle school, high school, and completed two semesters
10 at Santa Monica Community College independently. While in elementary
11 school, Plaintiff's parents would drop her off and pick her up in her power
12 wheelchair using a wheelchair accessible vehicle. During middle school and
13 high school, a LAUSD school bus that was wheelchair accessible would
14 come to the Property to pick her up and drop her off in her power
15 wheelchair. In college, a blue bus that was wheelchair accessible would
16 come to the Property, pick her up in her power wheelchair, and take her to
17 campus so she could attend classes on her own. Plaintiff can no longer
18 attend school; she would need a family member to go with her to classes and
19 carry her around.

20 58. Since her accommodation was removed, anytime Plaintiff
21 wants or has to leave her building, a family member must be with her to
22 carry her. As a result, her outings have been reserved for essential outings;
23 she remains largely confined to her unit. This, in turn, has resulted in
24 emotional difficulty and distress, a diminished quality of life, reduction in
25 physical activity, and weight gain. This has also caused Plaintiff significant
26 embarrassment and feelings of being a burden. Plaintiff's family members
27 have had to miss work and re-arrange their schedules to accompany her on
28 outings and for tasks she is able to complete independently when using her

1 power wheelchair.

2 59. Allowing Plaintiff to store and charge her power wheelchair in
3 the Storage Room without surcharge as an accommodation for her disability
4 would not fundamentally alter the nature of Defendants' operations. Nor
5 would providing Plaintiff with keys to the Storage Room so she can access
6 her power wheelchair freely and independently as she had in the past.

7 60. Allowing Plaintiff to store and charge her power wheelchair in
8 the Storage Room without surcharge as an accommodation for her disability
9 would not cause Defendant an undue financial burden. Nor would providing
10 Plaintiff with keys to the Storage Room so she can access her power
11 wheelchair freely and independently as she had in the past.

12 61. Allowing Plaintiff to store and charge her power wheelchair in
13 the Storage Room without surcharge as an accommodation for her disability
14 would not cause Defendant an undue administrative burden. Nor would
15 providing Plaintiff with keys to the Storage Room so she can access her
16 power wheelchair freely and independently as she had in the past.

17 62. Plaintiff has been and continues to be irreparably harmed by
18 Defendants' refusal to provide her with keys to the Storage Room and
19 refusal to allow her to store and charge her power wheelchair in the Storage
20 Room without surcharge as a reasonable accommodation for her disability.

21 63. As a person / entity that is in the business of renting housing
22 accommodations, Defendants knew, or should have known that refusing to
23 provide Plaintiff with keys to the Storage Room and allow Plaintiff to store
24 her power wheelchair in the Storage Room without surcharge as a
25 reasonable accommodation for her disability is illegal.

26 64. As herein alleged, Defendants' refusal to provide Plaintiff with
27 keys to the Storage Room and allow her to store and charge her power
28 wheelchair in the Storage Room without surcharge as a reasonable

1 accommodation for her disability was intentional and/or with reckless
2 disregard of Plaintiff's fair housing rights.

3 65. As the direct and proximate result of Defendants' refusal to
4 provide Plaintiff with keys to the Storage Room and allow her to store her
5 power wheelchair in the Storage Room without surcharge as a reasonable
6 accommodation for her disability, Plaintiff has suffered damages, including
7 loss of housing opportunity, emotional and physical distress, loss of civil
8 rights, loss of dignity, frustration, difficulty, embarrassment, and
9 inconvenience.

10 66. On information and belief, Defendants do not have policies in
11 place for processing accommodation requests made by tenants with
12 disabilities.

13 67. Upon information and belief, neither Ochoa nor Alejo have
14 attended training on the fair housing rights of people with disabilities.

15 68. The nature of Defendants' discrimination constitutes an
16 ongoing violation, Until Defendants' unlawful practices are enjoined,
17 Plaintiff will continue to be denied full and equal use and enjoyment of her
18 housing and will suffer ongoing and irreparable injury.

19 69. The unlawful practices of the Defendants as described herein
20 were and are wanton, willful, malicious, fraudulent, or oppressive; were
21 intended to cause injury to Plaintiff; and/or were done in conscious, callous,
22 reckless, or blatant disregard for the federally protected rights of Plaintiff,
23 entitling her to punitive and/or treble damages.

24 **FIRST CLAIM**

25 **Fair Housing Amendments Act of 1988**

26 **42 U.S.C. § 3601 et seq.**

27 70. Plaintiff hereby re-pleads, restates, re-alleges and incorporates
28 by reference all the allegations contained in the preceding paragraphs.

1 71. The Fair Housing Amendments Act of 1988 (“FHAA”), 42
2 U.S.C. § 3601 *et seq.*, prohibits discrimination in the sale, rental, and
3 financing of dwellings, and in other housing-related transactions, based on a
4 number of protected characteristics, including disability.

5 72. Plaintiff is, and at all times relevant herein was, an individual
6 with a disability as that term is defined by the FHAA and its implementing
7 regulations. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201.

8 73. Defendants are, and at all times relevant herein were “persons”
9 engaging in the “rental” of “dwellings,” as those termed as defined by the
10 FHAA and its implementing regulations. 42 U.S.C. § 3602(b), (d), and (e);
11 24 C.F.R. §§ 100.20 and 100.201.

12 74. The FHAA requires that housing providers make reasonable
13 accommodations in rules, policies, practices, or services, when such
14 accommodations may be necessary to afford such person equal opportunity
15 to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.

16 75. Under the FHAA, housing providers may not charge an extra
17 fee or require an additional deposit from tenants with disabilities as a
18 condition of granting a reasonable accommodation. U.S. Department of
19 Housing and Urban Development and the U.S. Department of Justice [on]
20 Reasonable Accommodations under the Fair Housing Act (May 17, 2004) at
21 Question 11.

22 76. Under the FHAA, “[a]ccommodations need not be free of all
23 possible cost to the landlord.” *Giebler v. M & B Associates*, 343 F.3d 1143,
24 1152 (9th Cir. 2003). Financial considerations do not automatically
25 disqualify a requested accommodation. *United States v. California Mobile*
26 *Home Park Management Co.*, 29 F.3d 1413, 1416 (9th Cir. 2003). Further,
27 waiver of generally applicable fees may be required as a part of a necessary
28 reasonable accommodation under the FHAA because “it is clear that

1 generally applicable fees . . . can interfere with the use and enjoyment of
2 housing by the [disabled]." *Samuelson v. Mid-Atlantic Realty*, 947 F. Supp.
3 756, 761 (D. Del. 1996).

4 77. In acting as herein alleged, Defendants have injured Plaintiff by
5 committing discriminatory housing practices, in violation of the FHAA.

6 78. Plaintiff is an "aggrieved" person within the meaning of the
7 FHAA. 42 U.S.C. § 3602(i)(1); 24 C.F.R. § 100.201. Plaintiff has been
8 denied a reasonable accommodation for her disability, impacting her use and
9 enjoyment of her housing.

10 79. Defendants' duties under the FHAA are mandatory and long
11 established. Defendants are deemed to have had knowledge of their duties at
12 all times relevant herein and were provided actual notice of such duties.
13 Defendants' failure to comply with their fair housing obligations was willful
14 and knowing and/or the product of deliberate indifference.

15 80. Pursuant to 42 U.S.C. § 3613(c)(1) and (2), Plaintiff prays for
16 judgment as set forth below.

17 **SECOND CLAIM**

18 **California Fair Employment and Housing Act**

19 **California Civil Code §12955 et seq.**

20 81. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
21 by reference all the allegations contained in the preceding paragraphs.

22 82. The California Fair Employment and Housing Act (FEHA),
23 Cal. Gov't. Code §12955 *et seq.* prohibits discrimination in the sale, rental,
24 and financing of dwellings, and in other housing-related transactions, based
25 on a number of protected characteristics, including disability.

26 83. Plaintiff is, and at all times relevant herein was, an individual
27 with a disability as that term is defined by California law. Cal. Gov't. Code §
28 12926.

1 84. Defendants are, and at all times relevant herein were, “owners”
2 of “housing accommodations” within the meaning of the FEHA. Cal. Gov’t
3 Code §§ 12927(d) and (e). Each of the Defendants is also a “person” as
4 defined under FEHA. Cal. Gov’t Code § 12927(f).

5 85. Under the FEHA, it is discriminatory for a housing provider to
6 refuse to make reasonable accommodations where necessary to afford an
7 individual with a disability an equal opportunity to use and enjoy a dwelling
8 unit and public and common use areas, or an equal opportunity to obtain,
9 use, or enjoy a housing opportunity. Cal. Code Regs. Tit. 2, § 12176(a) and
10 (c).

11 86. Under the FEHA, an individual with a disability may request a
12 reasonable accommodation in financial policies or policies that impose a
13 financial burden when such accommodations may be necessary to afford an
14 individual with a disability an equal opportunity. Examples of such
15 economic accommodations may include the waiver of generally applicable
16 fees. Cal. Code Regs. Tit. 2, § 12176(f)(7).

17 87. Under the FEHA it is unlawful to charge a fee or require an
18 additional deposit or financial contribution as a condition of receiving,
19 processing, or granting a reasonable accommodation. The fact that an
20 accommodation may impose some cost on the person providing the
21 accommodation is not grounds for denial of a request, so long as the cost
22 does not constitute an undue financial and administrative burden. Cal. Code
23 Regs. Tit. 2, § 12180(a)

24 88. Under the FEHA it is discriminatory for a housing provider to
25 refuse or fail to engage in an interactive process regarding a tenant’s
26 reasonable accommodation requests. Cal. Code Regs. Tit. 2, § 12177.

27 89. In acting as alleged herein, Defendants have injured Plaintiff by
28 committing discriminatory housing practices, in violation of FEHA.

1 90. Plaintiff is an “aggrieved” person within the meaning of the
2 FEHA. Cal. Gov’t Code § 12927(g). Plaintiff has been denied a reasonable
3 accommodation for her disability, impacting her use and enjoyment of her
4 housing.

5 91. Defendants’ duties under the FEHA are mandatory and long
6 established. Defendants are deemed to have had knowledge of their duties at
7 all times relevant herein and were provided actual notice of such duties.
8 Defendants’ failure to comply with their fair housing obligations was willful
9 and knowing and/or the product of deliberate indifference.

10 92. Pursuant to Cal. Gov’t. Code § 12989.2, Plaintiff prays for
11 judgment as set forth below.

12 **THIRD CLAIM**

13 **California Unruh Civil Rights Act**

14 **California Civil Code § 51**

15 93. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
16 by reference all the allegations contained in the preceding paragraphs.

17 94. The Unruh Civil Rights Act (“Unruh Act”) provides that
18 individuals with disabilities “are entitled to the full and equal
19 accommodations, advantages, facilities, privileges, or services in all business
20 establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).

21 95. The Unruh Act applies with “full force to the business of
22 renting housing accommodations.” *Marina Point, Ltd. v. Wolfson*, 640 P.2d
23 115, 120 (Cal. 1982) (internal citations omitted).

24 96. Defendants are in the business of renting housing
25 accommodations, and therefore must comply with the provisions of the
26 Unruh Act.

27 97. The provisions of the Unruh Act protect substantially the same
28 rights as FHAA and are subject to the same analysis.

98. Defendants' violation of Plaintiff's rights under FHAA, as set out in Plaintiff's First Claim, also violates Plaintiff's rights under the Unruh Act.

99. Defendants' duties under the Unruh Act are mandatory and long established. Defendants are deemed to have had knowledge of their duties at all times relevant herein and were provided actual notice of such duties. Defendants' failure to comply with their fair housing obligations was willful and knowing and/or the product of deliberate indifference.

100. Pursuant to Cal. Civ. Code § 52, Plaintiff prays for judgment as set forth below.

FOURTH CLAIM

California Disabled Persons Act

California Civil Code § 54.1(b)

(Statutory Damages and Attorney's Fees Only)

101. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates by reference all the allegations contained in the preceding paragraphs.

102. The Disabled Persons Act (“CDPA”) provides that “[i]ndividuals with disabilities shall be entitled to full and equal access, as other members of the general public, to all housing accommodations offered for rent, lease, or compensation in this state, subject to the conditions and limitations established by law, or state or federal regulation, and applicable alike to all persons.” Cal. Civ. Code § 54.1(b)(1).

103. The CDPA also provides that “[a]ny person renting, leasing, or otherwise providing real property for compensation shall not refuse to make reasonable accommodations in rules, policies, practices, or services, when those accommodations may be necessary to afford individuals with a disability equal opportunity to use and enjoy the premises.” Cal. Civ. Code § 54.1(b)(3)(B).

104. By unlawfully denying Plaintiff's request to store and charge her wheelchair in the storage room without surcharge as a reasonable accommodation for her disability, Defendants violated Plaintiff's rights under the CDPA.

105. Claims of failure to accommodate under California Civ. Code § 54.1 are analyzed under the same standards as the analogous provisions of the FHAA. Accordingly, Defendants' violation of Plaintiff's rights under FHAA, as set out in Plaintiff's First Claim, also violates Plaintiff's rights under the CDPA.

106. Defendants' duties under the CDPA are mandatory and long established. Defendants are deemed to have had knowledge of their duties at all times relevant herein and were provided actual notice of such duties. Defendants' failure to comply with their fair housing obligations was willful and knowing and/or the product of deliberate indifference.

107. Pursuant to the remedies, procedures, and rights set forth in Cal. Civ. Code § 54.3(a), Plaintiff prays for statutory damages and attorneys' fees.

FIFTH CLAIM

Negligence (as an alternate/additional theory of liability)

108. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates by reference all the allegations contained in the preceding paragraphs.

109. Defendants owed Plaintiff a duty to operate the Rental Property in a manner that was free from unlawful discrimination, and to educate and train themselves and their agents to fulfill that duty.

110. Defendants negligently violated their duty to Plaintiff by engaging in discrimination against her based on her disability; specifically, by denying her request to store her wheelchair in the storage room without surcharge as a reasonable accommodation for her disability. Defendants'

1 violation of that duty was the result of negligence, including but not limited
2 to:

- 3 a. The negligent failure to educate and train themselves and their
4 agents regarding the requirements of state and federal fair
5 housing laws; and
- 6 b. The negligent failure to operate the Property in conformity
7 with accepted industry custom and standards.

8 111. As the direct and proximate result of the negligence of
9 Defendants as set forth above, Plaintiff suffered a loss of housing opportunity,
10 emotional and physical distress, loss of civil rights, loss of dignity, frustration,
11 difficulty, embarrassment, and inconvenience.

12 112. Wherefore, Plaintiff prays for relief as set forth below.

13
14 **PRAYER**

15 WHEREFORE, Plaintiff respectfully requests that this Court:

- 16 1. Issue an injunction pursuant to the FHAA, FEHA and Unruh Act:
 - 17 a. Enjoining Defendants from refusing to make reasonable
18 accommodations in Defendants' rules, policies, practices or
19 services as may be necessary to afford Plaintiff equal
20 opportunity to use and enjoy the Property, and ordering them
21 to:
 - 22 i. Allow Plaintiff to store and charge her power
23 wheelchair in the Storage Room without charging a
24 fee, surcharge, or requiring a payment, an additional
25 deposit, or financial contribution; and
 - 26 ii. Provide Plaintiff with keys to the Storage Room so
27 she can access her power wheelchair freely and
28 independently as she had in the past;

- b. Ordering Defendants to adopt and implement objective, uniform, nondiscriminatory standards in the operation and management of the Property;
 - c. Ordering Defendants to adopt and implement policies and procedures for the processing of reasonable accommodation requests at the Property; and
 - d. Ordering Defendants to submit themselves and their agents to fair housing training, including training on the housing rights of individuals with disabilities.
2. Award Plaintiff general, compensatory, and statutory damages in an amount within the jurisdiction of this court;
 3. Award Plaintiff punitive damages according to proof;
 4. Award Plaintiff attorneys' fees, litigation expenses, and costs of suit, as provided by law; and
 5. Award such other and further relief as the Court may deem just and proper.

Dated: February 9, 2024

LEGAL AID FOUNDATION OF LOS ANGELES

By: _____

Manuel Villagomez
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury.

Dated: February 9, 2024

LEGAL AID FOUNDATION OF LOS
ANGELES

By: _____


Manuel Villagomez
Attorneys for Plaintiff